

4-0454 19-07

A G R E E M E N T

BETWEEN

FREDON BOARD OF EDUCATION

AND

FREDON EDUCATION ASSOCIATION

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
OCT 17 1989
RUTGERS UNIVERSITY

X July 1, 1989 to June 30 , 1991

PREAMBLE

This agreement entered into and between the Board of Education of Fredon Township, New Jersey and hereinafter called the "Board" and the Fredon Education Association, hereinafter called the "Association."

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel under contract or on a Board approved leave including:
- classroom teachers, nurses, librarian, speech therapists, remedial reading specialists, learning disability teachers, social workers, and supplemental teachers.
- but excluding:
- all other titles not specifically mentioned above.
- B. The term "teacher" when used hereinafter in this agreement shall refer to all professionals represented by the association as defined above.
- C. It shall be the sole right of each teacher to join or not to join the Fredon Education Association, W.C.E.A., N.J.E.A. or N.E.A.
- D. It is expressly noted that teachers compensated at an hourly rate are not covered by this agreement.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, New Jersey Public Laws, 1974, in a good faith effort to reach agreement of all matters concerning the terms and conditions of teacher employment, no later than December, 1990. Any agreement negotiated shall apply to all teachers represented, be reduced to writing, be signed by the Board and the Association, and be returned to the Association and Board for action.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and adopted at a meeting of both parties.

ARTICLE III
TEACHER RIGHTS

- A. All rights and protections for Association members shall be in accord with Chapter 123, Public Law 1975.
- B. Whenever a teacher is required to appear before any Administrator, Supervisor, or board for investigatory purposes which he reasonably believes could result in discipline, he/she has the statutory right to representation and shall be given prior written notice of the reasons for such meeting or interview.
- C. Association Identification: No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Lunch Periods: Teachers shall have a daily duty-free lunch period of at least 30 minutes.
- E. Leaving the building: Teachers may leave the building without requesting permission during their scheduled duty-free lunch. They shall notify the central office of their departure and return. Any teacher who is late in returning from lunch twice in one school year shall lose this privilege for that school year.
- F. Criticism of Teachers: Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, except if such discussion would violate the Sunshine Law in any way.

ARTICLE IV
RIGHTS OF PARTIES

- A. The board, subject only to the language of this agreement reserves itself full jurisdiction and authority over matters of policy and claims all rights as are granted currently and in the future by New Jersey Laws and regulations.
- B. The Association and its representatives shall have the right to use the school buildings at reasonable hours for meetings with approval of the Superintendent. The Superintendent shall be notified, in writing and in advance of the time and place of all such meetings
- C. The Association and its representatives shall have the right to use the inter-school mail facilities and school mail boxes as necessary and without the approval of the Superintendent.

- D. The rights and privileges of the Association as set forth in this agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- E. The Board agrees to furnish to the Association the following information concerning the operation of the Fredon school district: Annual Financial Records and Audits in the form presented to the Board, and which become available to the public, register of Certificated Personnel, Minutes of all Board meetings, pupil census data, individual and group teacher health insurance premiums, teacher experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.

ARTICLE V TEACHER WORK YEAR

- A. In-school Work Year: The in-school work year shall include days when pupils are in attendance, orientation days, and Board-Association approved in-service days.
- B. Arrival and Dismissal Time: Teachers shall not be required to report for duty earlier than FIFTEEN (15) MINUTES before the opening of the pupil's school day, and shall be permitted to leave FIFTEEN (15) MINUTES after the close of the pupil's day. On Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupil's day. Teachers may leave after the buses have departed the school parking area.
- C. Inclement Weather: Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.
- D. Notice and Agenda: The notice and agenda for any faculty meeting shall be given to the teachers involved at least ONE (1) day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

ARTICLE VI
INSTRUCTIONAL PLANNING

- A. Every teacher shall plan and teach course content in the manner he considers most practical and useful. Teachers who have received satisfactory evaluations shall not be required to submit standardized daily or weekly lesson plans which involve a mandated procedure or form but will have plans available for administrative review if requested. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed.

ARTICLE VII
TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status, if adopted by the Board and the Association, for the ensuing year no later than April 30th. Non-tenured teachers' contracts to be returned to the Board within two weeks.

ARTICLE VIII
TEACHER EVALUATION

1. Frequency: Teachers shall be evaluated by their immediate superiors as per Title 18A.
2. Copies of Evaluation: A teacher shall be given a copy of any class visit or evaluation report prepared by this evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

ARTICLE IX
SALARIES

- A. Salary Schedule: The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof. Extra pay for Extra Services—Schedule "B."
- B. Method of Payment
1. Ten (10) month
Each teacher employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments.

2. Summer pay plan
Each teacher may individually elect to have any specified percent or amount of his/her monthly salary deducted from their pay.
3. Pay--15th and 30th.
4. Exceptions
 - a. First pay in the month of September shall be the 1st Friday after school is in session. Teachers shall notify the district in writing of any change in deductions by August 15th, forms will be distributed at the last faculty meeting of the year.
 - b. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
5. Final Pay
Each teacher shall receive his final pay on his last working day in June.
6. Continual Service Credit in Fredon Township School:
 - a. 10 years in Fredon=2% times salary at guide placement.
 - b. Maternity Leave is not considered a disruption in service when as a Personal Leave would be. Leave years will not be counted toward Continual Service Credit.
 - c. Longevity
 1. 15 years in Fredon=4% times salary at step 14.
 2. 20 years in Fredon=6% times salary at step 14.
7. Fair pay--Placement of certified staff on the salary guide shall in no manner reflect the number of years service in the district, nor affect tenure, seniority or right to all benefits. Any new teacher hired shall not be placed in a higher step of the salary guide than teachers of the same amount of experience and said experience, either teaching or other acceptable professional experience, shall be converted pursuant to the conversion procedure utilized to construct the present certified teacher placement.
8. The Board retains the right to withhold salary increases in accordance with Title 18A: 29-14.

ARTICLE X
INSURANCE PROTECTION

- A. All eligible teachers and their dependents shall be covered by Blue Cross Comprehensive, 120 days, P.A.C.E. plan, Rider J and Major Medical at Board expense, when the teacher requests this coverage and completes the required forms. This coverage shall commence as the Master Policy provides.
- B. All eligible teachers and their dependents shall be covered for the Dental Program at Board expense per Schedule "C" after the teacher requests the coverage and completes the required enrollment forms. This coverage will commence as the Master Policy provides. The coverage amounts which the Board will pay are Schedule "C."
- C. All eligible teachers and their dependents shall be covered for a \$2.00 co-pay prescription program at Board expense per schedule "D" after the teacher requests the coverage and completes the required enrollment forms. This coverage will commence as the Master Policy provides. The coverage amounts which the Board will pay are in Schedule "D."
- D. The Board shall provide the health-care insurance protection designated above. The Board shall pay the full premium per the above mentioned schedules for Family-plan, Parent & Child, and Single insurance coverage.
Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include a complete outline of coverage for each teacher.
- E. Retirement Coverage: The Board shall provide for continuance of health-care insurance after retirement at the retired teachers expense based on the group insurance rates.

ARTICLE XI
TUITION REIMBURSEMENT

- A. The Board will upon completion of a Board approved course with a minimum grade of "B" reimburse the teacher the amount of N.J. State College tuition cost per credit earned during the fiscal year this agreement is in force. The total number of credits to be subsidized in the fiscal year for any member is not to exceed 12 credits; 9 credits during the school year (September-June 15) a maximum of 6 credits per semester.
- B. To be eligible for reimbursement, credits must have prior approval of the Board.

- C. The Board will not reimburse undergraduate credits, teacher certification credits, or credits gained through courses that the Board judges to be outside of the interest of improved education in the Fredon Township School.
- D. Any approved credits earned while on leave of absence shall qualify for advancement on the Salary Guide. However, they will not qualify for a per credit reimbursement.

ARTICLE XII SEPARABILITY AND SAVINGS

- A. If any provision of this agreement or any application of this agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting the term and conditions of employment of a teacher or a group of teachers. There are three types of grievances.

- a. A grievance based upon the violation of the express, written terms of this contract, if not resolved, shall terminate in arbitration, with an arbitrator agreeable to both parties.
- b. A grievance based upon the interpretation, application, or violations of Board policies or administrative decisions, if not resolved, shall terminate at the Board level.
- c. A grievance based upon the interpretation, application, or violation of terms and conditions of employment established by statute or administrative rules or regulations shall be processed through Level two of this procedure and may be appealed only to the

appropriate administrative agency having jurisdiction in said matters.

2. A grievant is the person or persons making the claim or on whose behalf the Association is making the claim.
3. Days when used herein shall mean business days.

B. Purpose

1. The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment of employees covered by this agreement. both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by mutual agreement.

2. Year end grievances

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Limitations on Filing: A grievance shall be initiated at Level One of this procedure within twenty (20) business days of the date of the incident or occurrence giving rise to the grievance.

4. Level one--Principal or Superintendent

A teacher with a grievance shall first discuss it with his Principal/Superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level two—Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, the grievant, within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance in writing to the Board of Education. The Board or a Committee thereof shall review the grievance and may, at its discretion, hold a hearing with the employee and render a decision in writing within thirty (30) days of receipt of the grievance by the Board.

6. Level three--Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within thirty (30) days after the grievance was delivered to the Board, he may, within five (5) days after a decision by the Board or thirty-five (35) days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or the Public Employment Relations Commission depending on which arbitration agency is used.

(c) The arbitrator shall be limited to the issues submitted to him and shall not add to, subtract from, or modify the terms of the agreement. The only grievances which may be arbitrated are those alleging that there has been a violation of this contract's express written terms or their intent. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of Board policies and administrative decisions unless they adversely affect the terms and conditions of employment, or of statute and regulations setting terms and conditions of employment which are found contrary to the law.

(d) Arbitration meetings will be held at times other than the regular school day.

(e) Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and the expense, of the arbitrator and arbitration proceedings.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representative(s) selected or approved by the Association.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any part in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent.
2. **Written decisions**
Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher or group of teachers to proceed to the next step. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C. paragraph 5 (c) of this article.
3. **Waiver of Grievance**
Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision rendered at that step.
4. **Separate grievance file**
All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. **Forms**
Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance process.

6. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public unless desired by the aggrieved person or group and shall include only such parties in interest and their designated representatives.

7. Grieve-Work Rule.

It is understood that all teachers, including the grievant, shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its Administrators until such grievance and any effect thereof shall have been fully resolved provided said directive, this provision, etc., is not found contrary to the law.

ARTICLE XIV
SEPARATION BENEFITS

The Fredon Township Board of Education will grant one-half the current substitute's pay for unused sick days up to a maximum of one hundred fifty (150) days to teachers leaving the Fredon Township School System after fifteen (15) years in education, the last ten (10) years of which have been served in Fredon. A rified teacher has no entitlement until his name has been removed from the rified list.

ARTICLE XV
PERSONAL, SICK AND FAMILY ILLNESS DAYS

1. Sick days: Absences for this cause shall be allowed and shall include pay not exceeding ten (10) school days in any one school year.

If less than said ten (10) school days of allowed sick leave is taken in any school year then the number of days not utilized (but not more than ten) shall be accumulative, beginning from the date of the teacher's continuous employment by the board, and available for additional sick leave in subsequent school years, indefinitely.

Absences on sick leave always shall be charged first to the ten day allowance for the current school year under subsection 1 until it is fully utilized and thereafter to the cumulative credit, to the extent that such credit is available.

In all absences under this section exceeding five (5) consecutive days, the teacher must file a physician's certificate with the Administrator.

2. Family Illness Days: (Where personal presence is advisable because of the critical illness of (a) a parent, or (b) any other relative living in the teacher's immediate family

household, absence will be allowed:


- A. For a period of four (4) days per year, accumulative to a maximum of six.
 - B. thereafter without pay.
 - C. An informal explanation stating who is ill and the nature of the illness will be provided upon request.
3. Personal Days: Absence for personal leave may be allowed only with permission of the Superintendent after advanced request in writing and shall be three (3) days with pay per year, non-accumulative.
- a. Personal days may not be taken before or after a school vacation or holiday for the singular purpose of extending a vacation period.
 - b. A maximum of two (2) unused personal days per year will accumulate as sick days, one for one.
 - c. Once during the school year, in the event of unforeseen circumstances, no notice would need to be given.
4. Any teacher seeking to use sick leave for reasons associated with pregnancy, shall, at least sixty days in advance of the leave, notify her C.S.A. in writing. Included shall be a medical certification of expected birth date.


The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any teacher upon request in accordance with applicable statutes, regulations and State agency decisions for the balance of the school year in which the leave is requested. Teachers shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of one full school year following the school year in which the initial child-bearing leave occurs, depending upon the request of the individual teacher. Return may be either in September or January, with a notice confirming intent to return expected at least sixty (60) days prior to the conclusion of the leave.

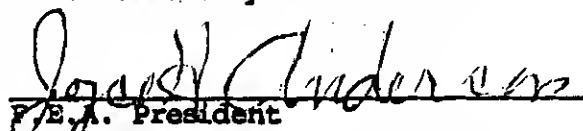
Teachers adopting a child shall receive similar leave. Sixty days notice shall be given. A teacher who requests less notice time will be granted such request if a replacement can be found.


ARTICLE XVI

- A. This agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1991.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Secretaries and their Corporate Seals to be placed hereon, all on the day and year first above written.


Board President


Board Secretary


F.E.A. President


F.E.A. Secretary

SCHEDULE B

ACTIVITY	89-90	90-91
SOCCER	\$820.00	\$900.00
BASKETBALL	\$820.00	\$900.00
BASEBALL	\$820.00	\$900.00
GYMNASTICS	\$875.00	\$960.00
SUMMER SCHOOL TEACHER	\$1530.00 (Summer of 1990)	\$1675.00 (Summer of 1991)
SUMMER SCHOOL LIBRARIAN	\$385.00 (Summer of 1990)	\$420.00 (Summer of 1991)
CURRICULUM REVIEW	\$19.70 Hr.	\$21.55 Hr.
SIXTH GRADE ENVIR. ED.	\$82.00/Day/ Person \$328.00 Person Year Maximum 5 Staff	\$89.70/Day/ Person \$358.80 Person/ Year Maximum 5 Staff

SCHEDULE C

DENTAL COVERAGE

Employee	Cost/Person/Month 1989-1991
Single	\$27.85
Family	\$68.25

SCHEDULE D

PRESCRIPTION COVERAGE \$2.00 CO-PAY

Employee	Cost/Person/Month 1989-1991
Single	\$17.70
Parent/Child	\$25.80
Family	\$38.40

S	S	1989-90				
		BA	BA+15	BA+30	MA	MA+15
A		\$24,300	\$24,600	\$24,900	\$25,600	\$26,100
B		\$25,100	\$25,400	\$25,700	\$26,400	\$26,900
C		\$25,900	\$26,200	\$26,500	\$27,200	\$27,700
D		\$26,700	\$27,000	\$27,300	\$28,000	\$28,500
E		\$27,500	\$27,800	\$28,100	\$28,800	\$29,300
F		\$28,310	\$28,610	\$28,910	\$29,610	\$30,110
G		\$29,300	\$29,600	\$29,900	\$30,600	\$31,100
H		\$30,300	\$30,600	\$30,900	\$31,600	\$32,100
I		\$31,300	\$31,600	\$31,900	\$32,600	\$33,100
J		\$32,300	\$32,600	\$32,900	\$33,600	\$34,100
K		\$33,300	\$33,600	\$33,900	\$34,600	\$35,100
L		\$34,800	\$35,100	\$35,400	\$36,100	\$36,600
M		\$36,000	\$36,300	\$36,600	\$37,300	\$37,800
N		\$38,525	\$38,825	\$39,125	\$39,825	\$40,325

GUIDE CONDENSATION 1989-90

STEP	YR EXP
A	1
B	2
C	3
D	4
E	5
F	6-8
G	9-10
H	11
I	12
J	13
K	14
L	15
M	16
N	17-

STEPS	1990-91				
	BA	BA+15	BA+30	MA	MA+15
A	\$25,800	\$26,200	\$26,600	\$27,400	\$28,000
B	\$26,700	\$27,100	\$27,500	\$28,300	\$28,900
C	\$27,600	\$28,000	\$28,400	\$29,200	\$29,800
D	\$28,500	\$28,900	\$29,300	\$30,100	\$30,700
E	\$29,400	\$29,800	\$30,200	\$31,000	\$31,600
F	\$30,300	\$30,700	\$31,100	\$31,900	\$32,500
G	\$31,210	\$31,610	\$32,010	\$32,810	\$33,410
H	\$32,300	\$32,700	\$33,100	\$33,900	\$34,500
I	\$33,310	\$33,710	\$34,110	\$34,910	\$35,510
J	\$34,410	\$34,810	\$35,210	\$36,010	\$36,610
K	\$35,700	\$36,100	\$36,500	\$37,300	\$37,900
L	\$37,000	\$37,400	\$37,800	\$38,600	\$39,200
M	\$39,000	\$39,400	\$39,800	\$40,600	\$41,200
N	\$41,770	\$42,170	\$42,570	\$43,370	\$43,970

GUIDE CONDENSATION 1990-91

STEP	YR EXP
A	1
B	2
C	3
D	4
E	5
F	6
G	7-9
H	10-11
I	12
J	13
K	14
L	15
M	16
N	17-